

LIBERTY PETROLEUM CORP.

IBLA 82-1210

Decided November 23, 1982

Appeal from decision of the Utah State Office, Bureau of Land Management, dismissing protest against a simultaneously filed oil and gas lease application for lease U-51003.

Affirmed.

1. Oil and Gas Leases: Applications: Attorneys-in-Fact or Agents -- Oil and Gas Leases: Applications: Drawings -- Oil and Gas Leases: Applications: Filing

An oil and gas lease application signed by anyone other than the applicant must be rendered in a manner to reveal the name of the applicant, the name of the signatory, and their relationship. Even if an agent's signature is not clearly legible, the regulatory requirement is satisfied if the application form refers to a qualifications file which clearly identifies the agent signing the card.

APPEARANCES: Gregor Klurfeld, President, Liberty Petroleum Corp., for appellant.

OPINION BY ADMINISTRATIVE JUDGE STUEBING

Liberty Petroleum Corporation has appealed from a decision of the Utah State Office, Bureau of Land Management (BLM), dismissing its protest against the simultaneous oil and gas lease application filed by Diane Temple for parcel UT 117 in the MArch 1982 drawing, subsequently assigned serial number U-51003. Temple's offer was drawn first for that parcel; Liberty's was drawn second. Temple's offer was signed by an attorney-in-fact, E. K. Saunders. Appellant protests that Temple's offer ought to be disqualified because the signature of the attorney-in-fact is illegible. The decision dismissing the protest did not address itself to the issue of legibility, merely holding that Temple's application was signed holographically by the attorney-in-fact and was therefore in compliance with 43 CFR 3112.2-1(b).

The Board has affirmed the rejection of oil and gas lease offers where an offeror's signature was so illegible that his identity could not be established. R. C. Bailey, 7 IBLA 266 (1972); William D. Sexton, 9 IBLA 316 (1973); both aff'd, sub nom. Burglin v. Morton, 527 F.2d 486 (9th Cir.), cert. denied 425 U.S. 973 (1976). In Charles Goodrich, 60 IBLA 25 (1981), the space for the agent's signature was completed by printing manually in ink "NCC/Federal Resources Corp." It was only after the application was rejected that BLM was informed that the letters "NCC" stood for the initials of a corporate employee, who intended them to serve as her signature. In affirming the rejection of the application in that case, the District Court noted the potential for "unnecessary administrative difficulties" which can result from an inability to easily identify the signatory. Goodrich v. Watt, Civ. No. 82-0405 (D.D.C., Aug. 13, 1982).

However, in the instant case, although appellant can interpolate a variety of possible spellings in the signature of Temple's attorney-in-fact, the signature does not approach the utter illegibility of the signatures involved in the Bailey and Sexton decisions, or the enigma encountered in the Goodrich case. Moreover, it apparently did not present BLM with any "unnecessary administrative difficulties."

It is not practical to fix a more exacting standard of legibility. Such a standard would be difficult to define and more difficult to apply. The ability to decipher handwriting varies widely from person to person. Certain groups of people, such as secretaries, bank tellers, and pharmacists, are credited with having amazing talent in accurately reading what others would consider undecipherable scrawl. Thus, a signature that appears legible to one BLM adjudicator may not appear so to another. Were each empowered to adjudicate offers according to his or her own standards of legibility, the success of an applicant could depend on which adjudicator considers the application. Such a subjective basis for adjudicating applications is clearly inconsistent with a fair leasing system.

[1] On the other hand, BLM must be able to identify who signed the application. Indeed, Departmental regulation 43 CFR 3112.2-1(b) requires: "Applications signed by anyone other than the applicant shall be rendered in a manner to reveal the name of the applicant, the name of the signatory and their relationship." (Emphasis added.) In Hercules, 67 IBLA 151 (1982), we held that this requirement was satisfied where the application referred to a qualifications file setting forth the relationship between a signatory and the principal, even though this relationship was not apparent on the face of the card. In the instant case, Temple's application provided a serial number for a statement of qualifications on file with BLM which contained E. K. Saunders' name, signature, and authority. The signature on the card corresponds to that in the referenced statement, and could be referred to in the same manner as bank employees refer to specimen signatures of their customers which are maintained on file. This is unlike the situation in Bailey, Sexton, and Goodrich, where the identity of the party whose signature was illegible remained a mystery until the appeal was filed. Since Temple's application satisfied the regulatory requirement, Liberty's protest was properly dismissed.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Edward W. Stuebing
Administrative Judge

We concur:

Anne Poindexter Lewis
Administrative Judge

C. Randall Grant, Jr.
Administrative Judge

